

Dave Green  
Webtrading Co.  
2549 W Shinnecock Way  
Anthem Arizona 85086  
Tel: 623-551-5090  
Email: commodities@gmail.com

Pro Se Defendant

United States District Court

District of Arizona

NOLO, Plaintiff, ) Civil Action No. **CIV-09-1220-PHX-ROS**  
vs. )  
Webtrading Co., Dave Green, ) Plaintiff Defendant's Answer to  
Defendant ) Complaint:  
Webtrading Co., Dave Green, re:  
Registered Trademark Infringement  
Defendants False Designation of  
Origin  
Violation of  
15USC1125(d) and 15USC11259 ( c)

Pro Se Defendant hereby respectfully submits the following answer to plaintiffs overall false and mostly made-up false, twisted, exaggerated and deceitful assertions in NOLO's desperate attempt to reverse hijack our domain name and website:

Defendant's Answer re: Registered Trademark Infringement

1 First, let me say we have a complaint about the overall format of all of attorney  
2 Zalon's pleadings in that all pages are printed on both-sides, making it difficult for  
3 defendant to read and follow and putting defendant at a disadvantage in his  
4 understanding and his answers, especially because I am pro se. I was told by district  
5 court personnel the double-sided format used by Zalon violates the local rules which call  
6 for one-sided pleadings to be used.

7 Admit, Re Complaint Page 1, Line paragraph 1,

8 Deny, Pg 1, paragraph 2. Our present organization is known as a sole  
9 proprietorship business.

10 Deny Pg 1, paragraph 2. The address stated by plaintiff is not correct and has  
11 not been our address in more than 2 years.

12 Admit Pg 2, paragraph 1. 2549 W Shinnecock Way is our correct home-office  
13 address

14 Insufficient information to admit or deny Pg 2 paragraph 3

15 Deny Pg 2, paragraph 4. There are no folks here who could be John Does 1 thru  
16 5.

17 Partially Deny pg 2 paragraph 5, There are no infringing acts committed though  
18 we Admit to be doing business in Arizona.

19 Insufficient information to admit or deny. Pg 2 paragraph 6, line 21-22.

20 Deny Pg 2 paragraph 6, line 23-24. Amount of controversy is said to be \$75,000  
21 but not valid but only stated to justify the District Court hearing the case (due to the  
22 Federal rules).

23 Admit Pg 2 paragraph 6, line 25-26, Some events have taken place in Arizona.

24 Insufficient information to admit or deny. Pg 3 paragraph 7.

25 Deny Pg 3, paragraph 8, lines 11-15. How could the NOLO trademark be used  
26 since 1972 when its Federal trademark was not applied for until 2005 and first  
registered in 2006?

Deny Pg 3, paragraph 8, lines 16-18. NOLO is not a famous trademark. Too  
recent a trademark to be considered truly Famous and is mostly known in the legal  
forms industry.

1 Admit Pg 3, paragraph 9, lines 19-21.

2 Deny Pg 3, paragraph 9, lines 22-24, The header on each page does not claim  
3 NOLO as a Trademark. In fact, nowhere on the website pages we checked is it  
4 mentioned that NOLO is a trademark. When the mouse is moved over the Nolo icon in  
the header the ALT text only say's "Nolo Logo"

5 Insufficient information to admit or deny, Pg 3, paragraph 10.

6 Insufficient information to admit or deny, Pg 4, paragraph 11.

7 Deny Pg 4, paragraph 12. Lines 13-15. We registered the domain NoLo.org  
8 without an intention to sell it and registered it for 100% legitimate purposes to offer  
9 options trading information and sell an options trading trader training course, written by  
a 3<sup>rd</sup> party.

10 Deny Pg 4, paragraph 12, lines 18-19. There is no way site visitors could mistake  
11 our website for nolo dot com since it is in a totally different category having nothing at all  
12 to do with plaintiffs business which involves selling online legal forms and associated  
legal products and legally related services.

13 Deny Pg 4, paragraph 12, lines 19-21. Our NoLo.org website does not have  
14 "paltry content" as falsely and with insult said by Mr. Jules D. Zalon and NOLO plaintiff.  
15 The content is said in a genuine way about how to possibly successfully trade the  
16 commodities options markets and gives extremely valuable and highly acclaimed advice  
about successful trading with NoLo being an acronym which means "No Losing  
Options"

17 Neither Admit or Deny. Pg 4, paragraph 12, Lines 21-23. Because it is not  
18 applicable but either due to the search results from Google or being the result of typo  
19 errors committed by 3<sup>rd</sup> party webmasters, who apparently in error used our URL Nolo  
20 dot org URL instead of Nolo dot com's URL. We are not responsible in any way for loss  
of traffic to nolo dot com resulting from various typo errors made by the 3<sup>rd</sup> party website  
webmasters who we obviously have no control over, involvement with, or know.

21 Deny Pg 4, paragraph 12, line 23-24. Plaintiff did not contact us "promptly" as  
22 falsely claimed since we have been using the domain and website for a number of years  
23 without any prior contacts until April 2009. In addition, the recent request to hand-over  
the domain was based on the allegation it was "infringing" and we promptly advised Mr.  
Zalon it was not infringing and gave the reasons.

24 Insufficient information to admit or deny Pg 5, paragraph 13.

1 Deny Pg 5, paragraph 14. NOLO was not registered a s trademark until May  
2 2006. In addition, defendant has no knowledge about the NOLO products mentioned in  
3 this paragraph.

4 Deny Pg 5, paragraph 15. In our humble opinion Nolo does not have a widely  
5 recognized secondary and distinct meaning, especially in the fields mentioned.  
6 According to defendants recent research since the date of the lawsuit the few people  
7 who have heard of NOLO relate the nolo name to online legal forms only.

8 If the word NOLO is so well known it begs the questions as to why the U.S.  
9 Trademark Office allowed the Mark "NOLO" Serial Number 3603636 to be newly  
10 registered on Apr 7, 2009 by Mr. Bryan Phan, an individual having no connection to  
11 plaintiff and in a different trademark category. It is also interesting plaintiff apparently did  
12 not object to the trademark registration during the opposition period or possibly they did  
13 object but it was not allowed by USPTO.

14 Admit Pg 5, paragraph 16.

15 Deny Pg 6, paragraph 17. There is no infringement since our Nolo.org is in a  
16 completely diverse category and we are not selling legal forms or related products on  
17 our website.

18 Deny Pg 6, paragraph 18. Nothing was done willfully or with knowledge of any  
19 rights the defendant claims to have. There was no attempt to deceive, misleads or  
20 misappropriate anything including reputation or goodwill, as falsely claimed.

21 Insufficient information to admit or deny. Pg 6, paragraph 19.

22 Deny Pg 6, paragraph 20.

23 Deny Pg 7, paragraph 21. Since our acronym use of Nolo is in a very diverse  
24 category of product and services compared to plaintiff there is no infringement possible.

25 Deny Pg 7, paragraph 23. It is a blatant falsification to say our website  
26 description and representation may be somehow sponsored by or affiliated with plaintiff.  
That is a complete and total fabrication by Mr. Zalon and NOLO which the Court can  
plainly see is a lie by looking at the two websites. There is no false description of origin.  
Where is it said Mr. Zalon? Plaintiff sanctions would be appropriate for the blatant  
fabrications which in effect are a mockery of the District of Arizona Court. Furthermore,  
how can visitors be confused when the products we are offering are completely different  
than NOLO's products? NOLO does not offer for sale trading courses about how to win  
at options trading as sold by nolo dot org site.

1 Deny Pg 8, paragraph 25. No tarnishment is possible since the goods and  
2 services, usage and trademarks are in diverse categories and the NOLO mark was  
3 registered after defendant's use of the nolo dot org website and its NOLO acronym use,  
meaning 'No Losing Options.'

4 Admit Pg 8, paragraph 30. Nolo.org was registered March, 2003 which was 2-  
5 years before plaintiff applied for its NOLO trademark and 3 years prior to NOLO's  
registration date.

6 Deny Pg 8, paragraph 31 on the grounds Webtrading did not know the NOLO  
7 mark was Famous and in addition NOLO was not registered as a Federal trademark  
8 until 2006. Plus nolo.org usage is in a much different category vs plaintiff NOLOs use.

9 Deny Pg 9, paragraph 32. Since Nolo.org is used in a totally diverse category vs  
10 the NOLO mark and no reference is made to the NOLO mark it means no confusion is  
possible.

11 An obvious example of that involves the example mark 'Apple Computer' where  
12 there could be URL of Apple.org selling farm apples, or Apple.us perhaps selling the  
13 services of Apple Plumbing Company, and Apple.biz possibly the web site belonging to  
14 Apple Electrical contractors, and Apple.net perhaps the site of the Apple Bakery  
Company. Those random and arbitrary examples of usage are non-infringing on the  
Apple Computer mark since they are used in different categories as long as they do not  
offer computers for sale on the example websites.

15 Deny Pg 9, paragraph 33. Refer to the above.

16 Deny Pg 9, paragraph 34. There has been no intent to divert Internet users from  
17 plaintiff's site.

18 Admit Pg 9, paragraph 35.

19 Deny Pg 9, paragraph 36. There was no Bad Faith attempt to profit from the  
20 NOLO mark.

21 Deny Pg 9, paragraph 37. There was no attempt to attract and divert Internet  
22 users from plaintiff's web site to our nolo.org.

23 Deny Pg 9, paragraph 38. False assertions again. Defendant registered the  
24 acronym domain to make an acronym website about commodities options trading which  
25 defendant quickly put online. We never had a website up related in any way to plaintiff  
products or services NOLO offers, which are not related to our products in any way.

1 Deny Pg 9, paragraph 39. Defendant does in-fact claim strong intellectual  
2 property rights to both the nolo.org domain and its copyrighted instructional course and  
3 copyrighted website content about its unique commodity options trading methodology.

4 Deny Pg 10, paragraph 40. In this case, the marks are in diverse categories.  
5 Plus, to be found guilty of cybersquatting three separate burdens of proof are required.  
6 All three must be clearly violated for a case to stand.

7 Furthermore, the World Intellectual Property Organization and National  
8 Arbitration UDRP rules are clear and verifies no Cybersquatting violation by defendant.  
9 Here is the UDRP policy in use:

10 **What are the provisions of the policy?** Under the UDRP, domain-name  
11 disputes must generally be resolved in the same way as any other conventional dispute:  
12 by mutual agreement, court action, or voluntary arbitration. Without a court order or  
13 consent of the registrant, a registrar will not cancel, suspend, or transfer a domain  
14 name. The UDRP also established an administrative procedure for speedy, low-cost  
15 resolution of a specific category of disputes: those arising from abusive, bad faith  
16 registrations of domain names. In such cases, – commonly called "cybersquatting" – a  
17 holder of trademark rights initiates the administrative procedure by filing a complaint  
18 with an approved dispute-resolution service provider.

19 In order to have the domain name transferred or cancelled, the trademark holder  
20 must establish (1) that he has a legally recognized trademark in a name that is identical  
21 or confusingly similar to the domain name; (2) that the current registrant of the domain  
22 name has no legitimate rights in the name; and (3) that there has been some evidence  
23 of bad faith or abuse.

24 Plaintiff must establish all three of the above to be true to win a case. None of the  
25 3 can fail under the UDRP process. All three elements must succeed.

26 Rule (1) fail since the NOLO trademark was registered well after the nolo.org  
domain was registered and put to good faith use. In addition, being in a much different  
trademark category also makes rule (1) not applicable.

Rule (2) That one clearly fails since defendant does in fact have a legitimate  
interest in the domain and used the domain for both sales of their commodity options  
trading course, and other commodity trading products and services, plus we also get  
some income from Yahoo who advertises trade related services of others on our site.

Rule (3) There has been absolutely no evidence of bad faith or abuse of any kind  
whatsoever. Bad faith use has without question never taken place by any stretch of  
even Mr. Zalon's heavily biased and seemingly twisted imagination.

1 Deny Pg 10, paragraph 41. We are not diverting visitors or selling products  
2 related to their NOLO Mark so no need to restrain us from operating our trading  
3 business and website.

4 Deny Pg 10, paragraph 42. A multiplicity of proceeding is not needed. Most  
5 domain disputes are routinely handled by WIPO or NFA which is much more low cost  
6 and faster than the Federal Court. We are alleging the only reason attorney Jules Zalon  
7 took the made-up heavily fabricated case to Federal Court was because he realized  
8 client NOLO would easily lose a case at WIPO or NFA because we have seen evidence  
9 Mr. Jules Zalon is in fact a Domain Dispute Panelist or Arbitrator and therefore is  
10 intimately familiar with the UDRP rules and due to an almost guaranteed loss there he  
11 took this blatant reverse hijacking attempt to the Federal Court.

12 Mr. Jules Zalon and NOLO was allegedly counting in intimidating defendant with  
13 the high pressure of a Federal Court case. In fact, Mr., Zalon sent myself Dave Green  
14 and Webtrading a threatening and intimidating letter dated June 18 2009 along with the  
15 lawsuit papers in which he warns me I need to hand over my domain name nolo.org or it  
16 could possibly cost me \$172,000 in legal costs and legal fees. That is a blatant attempt  
17 by Zalon and Plaintiff to intimidate and scare me into submission. Sanctions again  
18 plaintiff seem warranted for such harassment and intimidation, especially since he was  
19 already aware I was 100% pro se.

20 Deny Pg 10, paragraph 43. 1a. Deny. Any possible confusion is not caused by  
21 nolo.org but may be attributable to 3<sup>rd</sup> party webmasters who appear to have made typo  
22 errors with incorrect web-links. Plaintiff can easily contact them and have the errors  
23 corrected. Defendant is not responsible for that aspect in any way.

24 Deny Pg 11, paragraph 43. 1b. We have never used plaintiff's trademark name  
25 except in an acronym sense only related to our nolo.org site, having nothing to do with  
26 plaintiff trademark.

Deny Pg 11, paragraph 43. 1c. see above.

Deny Pg 11, paragraph 43. 1d. We have never done any of that and are not  
responsible for how the search engines index the pages or how the public does web  
searches.

Deny Pg 11, paragraph 43. 1e. We have not done that and since the trademarks  
are totally diverse and in different business categories it could not cause confusion.

Deny Pg 12, paragraph 43. 1f. We have never and would not infringe the  
trademark.

1 Deny Pg 12, paragraph 43. 1g. We have never stated or implied nolo.org is  
2 associated with NOLO in any way nor would we ever do that. It is a totally different  
3 business and product so it makes no sense that would ever be done.

4 Deny Pg 12, paragraph 43. 1h. We have never done anything which would cause  
5 confusion.

6 Deny Pg 12, paragraph 43. 2. A list of our other websites is not warranted since  
7 we have done nothing wrong. Furthermore, we can certify now under oath we have no  
8 other sites or domains which contain the word nolo or any variation of the word nolo,  
9 including typo versions. Nolo dot org is our only domain using the word nolo and only  
10 website with the word nolo or any similar or related word.

11 Deny Pg 12, paragraph 43. 3. Nolo.org is our trading products acronym name  
12 having no relationship to nolo dot com or NOLO trademark and there has been no  
13 infringement in any way.

14 Deny Pg 12, paragraph 43. 5. Not warranted since there is no trademark  
15 infringement.

16 Deny Pg 12, paragraph 43. 6. The so called acts were not unlawful in any way.

17 Deny Pg 12, paragraph 43. 7. There has been no damage.

18 Deny Pg 12, paragraph 43. 8. There has been no intentional or unlawful act.

19 Deny Pg 12, paragraph 43. 9. This does not seem applicable at this time.

20 Deny Pg 12, paragraph 43. 10. No wrongdoing so our paying costs and attorney  
21 fees are not warranted.

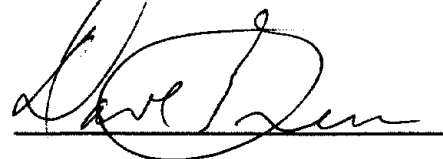
22 Deny Pg 12, paragraph 43. 11. Can't imagine what that could be since nothing  
23 infringing or unlawful has taken place.  
24  
25  
26



1 As a side-note to this case, defendant firmly believe the reason NOLO hired  
2 famous celebrity attorney Jules Zalon and decided to proceed in Federal Court was  
3 based in the attempt to mostly intimate Dave Green into submission and cave-in to  
4 NOLO's blatant and bold reverse domain hijacking attempt since they knew they would  
5 lose using other dispute methods routinely used by others. We know NOLO has a right  
6 to file in Federal Court but why would they when they could have simply gone to WIPO  
7 or National Arbitration Forum where the cost would only be about \$1,500 and a fast  
8 case would be heard, instead of this costly case and hiring the celebrity lawyer Jules  
9 Zalon? The answer is fairly obvious. It was based on intimidation and threats such as  
10 the \$172,000 Jules Zalon warned me I may need to pay in his letter, attached –  
11 Exhibit A.

8 **Here is information about Mr. Jules D. Zalon** found using Google – Jules Zalon is an  
9 attorney specializing in the areas of entertainment, trademark and copyright law. His  
10 clients have included music industry notables Van Halen, Rush, Michael Jackson, Willie  
11 Nelson, Iron Maiden, Duran Duran, Judas Priest and Dave Matthews, as well as  
12 entertainers Pee Wee Herman, Pat Cooper, and The Three Stooges. Zalon states he  
13 has also represented writers, composers, theatrical and record producers; Zalon said he  
14 also litigated commercial, copyright and trademark cases for Billy Joel, Willie Nelson,  
15 Van Halen, Michael and Janet Jackson, Robert Crumb, Dennis Rodman, Spider  
16 Lockhart and scores of other entertainers and personalities. He has represented sports  
17 personalities, including Dennis Rodman, independent filmmakers, and numerous  
18 theaters and theater personalities. Prior to launching his own practice, he was an  
19 attorney at Ashley Famous Agency, currently known as ICM, and at Cadence Industries  
20 (Marvel Comics).

18 Dated this July 10, 2009

19 

20 2549 W Shinnecock Way

21 Anthem AZ 85086

22 Webtrading Co & Dave Green

23 Pro Se Defendant

JULES D. ZALON

ATTORNEY AT LAW

20 CURTIS AVENUE • WEST ORANGE, NEW JERSEY 07052

973-324-2444

FAX: 973-324-2180

MEMBER N.J. & N.Y. BARS

To Be Delivered by Process Server

June 18, 2009

Mr. Dave Green  
2549 W. Shinnecock Way  
Phoenix, Arizona 85086

Re: Nolo v. Webtrading Co. and Dave Green – 09-1220 PHX ROS

Dear Mr. Green:

You are presently being served with a copy of all the litigation papers in the captioned matter. The papers include an application for a preliminary injunction. You of course have the absolute right to contest the application; and I urge you to consult an attorney, given the seriousness of the matter. However, I hope you – and your attorney – will take a moment to think over the following offer:

If you are willing to give up your claim to the URL <nolo.org>, and immediately assign it to Nolo, we will waive any claim for statutory damages, costs, and attorneys' fees, all of which are available remedies, should we prevail at the conclusion of this lawsuit. And I believe that we will certainly prevail, given the fact that NOLO is a famous trademark and your use clearly shows a bad faith intent to profit from your cybersquatting. (It is unnecessary for me to explain my reasoning in this letter. It is sufficiently set out in the memorandum of law that you now have in your hands.)

In deciding your course of action, you should be aware that if we are successful in this lawsuit, we may be entitled to some or all of the following relief:

Statutory damages in an amount not less than \$1,000.00 nor more than \$100,000.00;

Full costs of the lawsuit;

Reasonable attorneys fees.

On the matter of attorneys' fees, my regular fee is \$350.00 per hour; I have already spent more than 30 hours on this matter, and the "meter" is running. I just won summary judgment in another infringement case, after spending more than 300 hours on it and I have a motion for attorneys' fees pending in that case, where I am seeking a total of \$172,000.00 in costs, fees and disbursements.

Under the circumstances, I believe that our offer is extremely generous, and you will be making a big mistake by rejecting it, because if you don't accept it right now – that is, if you force us to proceed with the preliminary injunction hearing – the offer will be deemed withdrawn; and we will not make the offer again. You only get one bite of this apple.

I trust that you will do what you feel is best.

Very truly yours,

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Jules D. Zalon

JDZ/glk